

## EXPECT NEW INDICTMENTS

Further Carnegie Trust Action by Grand Jury Likely Next Week.

## MORE BANKERS EXAMINED

Syndicate Makes Formal Offer for Company's Assets, Guaranteeing Payment of Deposits.

Coincident with the completion by the grand jury of its examination of bankers, indictments will be found early next week, it is reported, against certain persons involved in the Carnegie Trust closing. Rumor even goes so far as to predict further indictments against both William J. Cummins and Joseph B. Reichmann, directors of the trust company.

About the time it presents its final list of indictments the grand jury will also have finished its investigation of the papers and records called for from the City Chamberlain Hyde is a director of the gas company, and president of the International Heating and Lighting Company, of which the Carnegie Trust is a subsidiary. When Eaton is in New York he establishes his headquarters in Mr. Hyde's private office at No. 40 Wall street.

The day before Eaton negotiated his loan, on October 17, ex-Senator Gardner, recently acquitted of bribery, arrived in New York from Scranton, where he had been arrested four days before. The bail, fixed at \$10,000, was furnished by the Title Guarantee and Trust Company. Mr. Hyde was mentioned in the charges against Gardner, and was a witness at the trial. District Attorney Whitman will try to subpoena Eaton, who a now said to be in Cleveland.

More Bankers Give Evidence.

The grand jury, which inquired into the Eaton loan yesterday, also took the evidence of J. H. Wallace, president of the Central Trust Company; Bradley Martin, Jr., president of the Nineteenth Ward Bank; W. W. Robinson, treasurer of the Madison Trust Company; and seven clerks formerly employed by the Carnegie Trust Company. The Central Trust Company made a large loan to the Platt Iron Works, one of the companies in which the Cummins syndicate was particularly interested, about the time its city deposits were at their heaviest. The Nineteenth Ward Bank and the Madison Trust Company were both controlled by the Carnegie Trust Company and its friends, besides receiving generous deposits. Mr. Martin has testified before that he was appealed to a day or two before the Carnegie Trust Company failed to come to its aid and refused.

According to the District Attorney, Reichmann's trial for violation of the banking laws will begin before the grand jury on Monday. The trial of the Carnegie Trust Company will follow immediately, he said, by the trial of Cummins for grand larceny.

The syndicate of bankers, distinct from the Assets Realization Company and the committee which has been advising the state Superintendent of Banking, which a day or two ago made a tentative offer for the Carnegie Trust assets and guaranteed the full payment of its deposits, made its formal offer to the Superintendent yesterday. It included a guarantee that the small depositors would be paid in full immediately and the large depositors in due course.

All the bids for the assets of the trust company received by Superintendent Cheney are turned over by him to the depositors' committee, of which J. R. Bland, of Baltimore, is chairman, for investigation and approval. They are also passed upon by the committee of leading New York bankers which is advising the Superintendent in his handling of the assets.

A. C. Hume, counsel for the receivers of the South Shore Traction Company, presented yesterday to the Division of Franchises a letter received by him from the Assets Realization Company, in which that company promised, if its offer for the assets of the Carnegie Trust Company was accepted, to begin the construction of the new line between Long Island City and Jamaica. The Division of Franchises was about to recommend that the franchise granted to the South Shore Traction Company be revoked because this condition had not been complied with. The receivers obtained a temporary postponement of action. In case the franchise is revoked, the value of the bonds and stock of the company will be wiped out, and Carnegie Trust depositors, who now hold, through the

trust company's receiver, \$210,000 of the

Superintendent Cheney will obtain the permission of the court to-day to sign the agreement putting the affairs of the Platt Iron Works in the hands of a creditors' committee to conserve the company's assets and prevent its becoming bankrupt. The only obstacle in the committee's path so far has been the want of Mr. Cheney's signature. Since the Carnegie Trust Company is the biggest creditor of the Platt Iron Works, the committee could not proceed without the consent of the State Banking Department.

At the request yesterday of Payson Merrill, the receiver, Judge Holt, in the United States District Court, appointed Thomas Alexander special commissioner to take the testimony in the examination of Cummins and Martin J. Condon in bankruptcy proceedings. The receiver said he was advised that the affairs of each of the alleged bankrupts were very complicated, that they owed money to persons in different parts of the United States, that at least one judgment had been obtained against them together with an order for their examination in aid of the execution of the judgment, and that an examination was necessary. Judge Holt also designated Macgrane Cox, of No. 59 Church street, as special master in the bankruptcy proceedings. Condon has agreed in a sworn statement to file a schedule of his assets and liabilities with the receiver.

Cummins, Condon and Charles Arthur Moore, Jr., have about ten days in which to file answers to the involuntary petitions in bankruptcy entered against them Wednesday. If they fail to file such answers denying they are insolvent they will be adjudicated bankrupts.

Tompkins Melville, of Parsons, Closson & Melville, No. 51 William street, counsel for the creditors, denied yesterday that the bankruptcy proceedings were in the nature of a friendly action, as Cummins, who is in Nashville, was reported to have said. Cummins, he said, didn't know the petitions were to be filed.

Joseph G. Robin also had something to say concerning Cummins' remarks. In a statement given out by his attorneys, Myers & Goldsmith, at No. 106 Broadway, he said: "I see that Mr. Cummins is quoted as ascribing the filing of an alleged voluntary involuntary petition in bankruptcy to the alleged efforts to institute a surreptitious hostile bankruptcy proceeding against him by some one whom he describes as 'Mr. Robin's attorney.' I know nothing of all this, but I take it that if the favorite spouse of the King of Corsica was at this time to stoop to such a trick, he would be a very different person from the one who is now in the South Pole, there would not be lacking persons at Nashville, Tenn., at No. 15 Broadway, and perhaps even at No. 32 Broadway, who would unhesitatingly ascribe the matter to my knowledge."

Seriously speaking, I think the recent announcement that the Northern Bank will pay out \$100,000 in cash to its depositors speaks more eloquently than anything I can say of the relative merits of those connected with the Carnegie Trust Company as against the associates in the Northern Bank.

## KEIRAN FILES SCHEDULES

Places Liabilities at \$921,150 and Assets \$123,181.97.

Patrick J. Keiran, once head of the now defunct Fidelity Funding Company, of No. 115 Broadway, has known liabilities of \$921,150, with known assets of \$123,181.97, according to the schedules filed yesterday in the United States District Court.

The assets of the alleged bankrupt are made up of \$12,681.97 due to Keiran from various sources, \$9,900 in balances in different banks, a draft for \$1,000 which was paid to Receiver Robert C. Morris by the Catholic Bishop of Helena, Mont.; a bond mortgage for \$50, and all the rights of the bankrupt in the stocks of the Fidelity Funding Company, the Fidelity and the Columbia construction companies, the New York Water Works, the bonds of the Western Illinois & Iowa Railway Company, and all contracts and commercial paper which have been hypothecated.

The claims of various banks are secured by notes of Catholic institutions. Regarding the unsecured claim of E. S. McNaul, of No. 60 Wall street, Keiran stated that he had no record or recollection of the claim, which was discounted by McNaul to whom they were made payable at Lockhaven, Penn.

Notes and bills aggregating \$62,000, Keiran says, ought to be paid by the bondholders besides himself, and he names as creditors for these notes and bills various banks in the Northwest and Middle West. A large number of creditors, whose claims were stated as not known, were enumerated.

"There is not a Catholic institution in the country," said Mr. Keiran last night, "that has lost one dollar through me or the Fidelity Funding Company; on the contrary, some of them have made considerable. I have no liability other than as an endorser of the notes of various Catholic institutions noted in the various banks by the Fidelity Funding Company."

"So far as the Carnegie Trust Company is concerned, when the Fidelity failed there was owing to it, both by the Fidelity and myself, \$127,000, secured by first mortgage bonds to the amount of \$207,000 by 25,000 shares of the Security Life Insurance Company of America, which was then worth \$125.00 a share, and by about \$100,000 worth of the notes of various Catholic institutions."

## FINE JERSEY HOME BURNS

J. P. Day, of Millburn, Suffers Loss of About \$100,000.

Millburn, N. J., April 13 (Special).—For want of water to fight the flames and because help did not arrive until too late, the house and all its contents, the property of Joseph P. Day, on the Old Short Hills Road, burned to the ground early to-day. The owner estimates his loss as close to \$100,000, covered by insurance. Among the most valuable things in the house were the south of paintings.

The volunteer firemen of Millburn answered a summons and spent the latter half of the night at the fire, but they had to stand idle and watch the house burn. The only water on the property is in a well one thousand feet from the house, and the nearest hydrant is a mile distant.

## DIPLOMAS FOR 129 GRADUATES

School for Mechanics and Tradesmen Holds Closing Exercises.

One hundred and twenty-nine graduates of the school of the General Society of Mechanics and Tradesmen received their diplomas last night at the closing exercises in Mendelssohn Hall. The graduating exercises were elaborate. They complete the one hundred and twenty-fifth year since the organization of the society.

The largest class was that of architectural draftsmen, but the other branches of designing and drafting were also well represented. There were diplomas for all the graduates, and the most successful ones in each class received special prizes, which were awarded by George E. Hoe, the founder of the fund.

Charles R. Lamb, chairman of the City Plan Committee, told the graduates of the opportunities awaiting them in the world of business, and William S. Miller, president of the society, gave an outline of the history and growth of the institution.

WATCHUNG HUNT CLUB SOLD

Plainfield, N. J., April 13 (Special).—J. O'Donoghue, of New York, well known as a sportsman and member of several clubs, purchased to-day the extensive property of the Watchung Hunt Club from the owner, Edwin S. Hooley, a New York broker. The consideration was about \$40,000. The club will be continued as at present and the members will rent the grounds and buildings for a nominal sum.

## CHAMPAGNE RIOTS ENDED

Calm Follows Fury of the Marne Wine Growers.

## GREAT WINE DESTRUCTION

Six Million Bottles Wrecked at Moussy—Objectionable Legislation Nullified.

Epernay, France, April 13.—Owing partly to the unrelenting vigilance of fifteen thousand troops and partly to the vote in the Chamber of Deputies last night, nullifying the action of the Senate with reference to the delimitation of the champagne district, comparative calm now prevails in the Department of Marne, and there is every indication that the populace will act henceforth with more moderation.

The fury of the wine growers has subsided as suddenly as it rose. The manifestos are now offering no resistance to the troops. The last marauding band from Rilly-la-Montagne, which was marching in the direction of Rheims, was intercepted and broken up by the soldiers before any damage was done.

The leaders of the movement to-night issued a manifesto appealing to their adherents to await in calm confidence the deliberation of the Council of State, to which Premier Monis decided to refer the question. They affirm that the incendiaries and pillaging of last night, which they deplore, were the work of foreign elements, composed of anarchists and thieves, who worked in the hope of making profit out of the disturbances they created.

The leaders also declare that the march to Ay and the subsequent scenes of vandalism were instigated and directed by some unknown persons, who made fraudulent use of the name of the vice-president of the Wine Growers' League in order to induce the people to follow them.

It is estimated that six million bottles of champagne were destroyed during yesterday's disturbances at Moussy, near Epernay.

At Vinay the rioters this morning hastily threw up barricades with barrels, cases and debris of all sorts, and succeeded in holding back the advancing troops, while another group of manifestos armed with stones entered the vast champagne depot. The mob smashed all the bottles of champagne they could find, wrecked the wine presses and then set fire to the buildings. Women were foremost in the work of destruction, chanting snatches of revolutionary airs and urging on the men in the work of destroying the wine property. When the troops reached Vinay the women threw themselves down on the roads and defied the cavalry to ride over them. Eventually the troops succeeded in getting control of the situation and dispersed the rioters.

## PANAMA RAILWAY EXTENSION

If New Line Is Built Will Open Rich Lands for Colonization.

Panama, April 13.—The Anglo-German syndicate, which recently received a concession for the construction of a railroad from Puerto Pinas to the interior of Darien, has asked the government's permission to extend the railroad to Panama City by way of Chepo, the latter place being situated in the narrowest part of the isthmus.

If permission is obtained for this extension, which is considered probable, the new road will open up for colonization rich virgin lands.

## DEFENCE AGAINST NOTE VAIN

Appellate Division Throws Out Pleadings of Landecker.

The defence of Adolph H. Landecker to the suit brought against him by the Stock Exchange firm of Popper & Sternbach on a promissory note was thrown out yesterday by the Appellate Division of the Supreme Court, which refused to let Landecker amend it. Landecker gave the note in dispute in settlement of his account with the brokers, paying only one-third of it and refusing to pay the rest on the ground, as he alleged, that after he gave the note he had learned that the books of Popper & Sternbach were falsely kept, and were, therefore, not legal evidence of an obligation.

He said that in the "Hooking Pool" proceeding in the federal court it had been proved that by direction of members of the firm pages had been torn out of the ledger and order book, and accounts of customers had been placed to the credit of the firm.

Landecker alleged further that Popper & Sternbach were involved in many suits based on the alleged falsification of the books.

## ASHES SET WOMAN AFIRE

Clothes Blazing, She Runs Through Streets to Store for Aid.

From injuries received when her clothing took fire from hot ashes last night, Mrs. Mary Corroda, of No. 419 East 15th street, is in a dangerous condition in the Harlem Hospital. Mrs. Corroda carried a pail filled with ashes to the can on the ground floor of her house, and in emptying the pail her apron was ignited.

She ran screaming to a grocery store a few doors away, and the proprietor, Giuseppe Corroda, rolled her in a piece of carpet to smother the flames. Mrs. Corroda was badly burned from the waist down, despite her efforts. Dr. Baker rushed her to the hospital, but the surgeons said that she cannot live.

## EASTER RUSH TO NEW YORK

Sunday's Parade Attracting a Record Crowd from Montreal.

Montreal, April 13.—Thousands of residents of Montreal left the city to-day and to-night for New York to participate in the Easter parade on Fifth avenue. All day a steady stream of humanity poured through the railway stations, and to-night six special trains labored eastward exclusively for the Easter paraders. Extra cars were attached to all eastbound trains during the day to accommodate the crowds. Railroad men here estimate that more than 2,000 persons left Montreal to-day for New York. This established a new record for the annual Easter rush to Gotham.

## VERDICT AGAINST TRIANGLE CO.

Estate of Salesman for Harris &amp; Black Recovers \$3,792 for His Commissions.

A verdict for \$3,792, obtained by Edward L. Mayer as administrator of the estate of Louis Mayer, against Isidore Harris and Max Black, trading under the name of the Triangle Waist Company, at Greene street and Washington street, and to the County Clerk's office yesterday. The plaintiff was a salesman for many years for Harris & Black, and to let Landecker amend it. Landecker gave the note in dispute in settlement of his account with the brokers, paying only one-third of it and refusing to pay the rest on the ground, as he alleged, that after he gave the note he had learned that the books of Popper & Sternbach were falsely kept, and were, therefore, not legal evidence of an obligation.

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